

OCTOBER 31, 2003

~~OCTOBER 31, 2002~~

~~OCTOBER 31, 2001~~

CONTRACT PERIOD THROUGH OCTOBER 31, 2000

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MICROFICHE AND MICROFILM EQUIPMENT, ACCESSORIES, AND SUPPLIES:**
READER/PRINTER
AKA APERTURE CARD PRINTER

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **OCTOBER 28, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/jmk
Attach

Copy to: Clerk of the Board
Barbara Frerichs, Recorder's Office
Glenda Holmes, Recorder's Office
Carmen Ledesma, Materials Management

APERTURE CARD PRINTER

1.0 INTENT:

The intent of this Invitation for Bid is to establish a contract for the items specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

The unit shall meet the following minimum specifications:

2.1 Capable of making a copy of an Aperture Card from multiple file formats without application software.

2.2 File formats;

DWG; AutoCAD Drawing File	TIFF; TIFF Bit Maps
PLT; HPGL I, HPGL II	DXF; CAD DXF
CGM; Computer Graphics Metafile	CALS; Group 4
EPS; EPS (Tiff Header)	CIT; Intergraph Raster
TAR; UNIX TAR Files	ZIP; PK Zip Files
GTX; GTX Corp. Raster	FAX; CCITT Group 3 & Group 4

2.3 Capable of holding a minimum of 150 aperture cards at one time for easy automatic copying.

2.4 Compatible with Windows NT.

2.5 Digital Printing Interface for the ability to print from digital files.

2.6 Windows Print Driver to allow printing from a Windows application.

2.7 Zoom up to 21X with no lens replacement.

2.8 Duty cycle capable of handling no less than 100 copies per day.

2.9 Aperture Card Feed Function to include view print, view, print.

2.10 Print size capabilities to include A, B, C.

2.11 Able to print at no less than 20 pages per minute at A size and no less than 13 pages per minute at C size.

2.12 Paper supply to be front loading, with two 250-cut sheet cassettes, with two additional cassettes as an option.

2.13 Able to produce digitized map from documents in a Windows NT environment.

2.14 Screen size approximately 18" x 24".

2.15 **PROPOSED APERTURE CARD PRINTER(S) SHALL BE DEMONSTRATED AT MARICOPA COUNTY RECORDER'S OFFICE TO ENSURE OPERATION CONCURS WITH REQUIREMENTS.**

3.0 SPECIAL TERMS & CONDITONS:

3.1 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.2 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within fourteen (14) days of receipt of Purchase Order, to any delivery location within Maricopa County. Bidder(s) shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

3.3 EXPEDITED DELIVERY:

In the event the County (Using Agency) determines that the delivery as stated in this Contract, is not acceptable on an "exception" basis, the Using Agency shall contact the successful Bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.

The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.

3.4 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.5 STOCK:

The successful Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs, to include repair parts.

3.6 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.7 INSTALLATION:**Error! Bookmark not defined.**

The successful Contractor's price shall include delivery and setup in complete operating condition.

3.8 ACCEPTANCE:**Error! Bookmark not defined.**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.9 **WARRANTY:**

The minimum warranty period shall be ninety (90) days parts and labor. Warranty replacement will be done at no additional charge of any nature to Maricopa County. The effective date on all warranties shall commence upon date of acceptance.

3.10 **TESTING:**

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor.

3.11 **BRAND NAME:**

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.

3.12 **WAREHOUSE/DISTRIBUTION CENTER:**

Contractors shall have ownership of a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods and/or services listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to assure compliance with terms and conditions of this Invitation for Bids.

3.13 **PRODUCT DISCONTINUANCE:**

In the event that a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- 3.13.1 Documentation from the manufacturer that the product or model has been discontinued.
- 3.13.2 Documentation that names the replacement product or model.
- 3.13.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Invitation for Bid.
- 3.13.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.13.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.14 **ORDERING AUTHORITY:**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$1,000.00. No other request is valid.**

3.15 **TRADE-INS:**

Bidders are requested to submit prices on trade-in(s). Trade-in(s) to be at the option of Maricopa County.

3.16 EQUIPMENT MAINTENANCE:Error! Bookmark not defined.

The Contractor shall provide for maintenance of equipment supplied under this Contract upon installation of equipment.

3.17 FACTORY AUTHORIZED SERVICE AVAILABILITY:Error! Bookmark not defined.

The successful Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday. On-site maintenance must be provided within a four-hour response time and call-back within one hour of service-reported problem.

3.18 MANUALS:Error! Bookmark not defined.

Comprehensive operational manual(s) and equipment service manual(s), including schematic diagrams, shall be provided by Contractor.

3.19 TRAINING:Error! Bookmark not defined.

The successful Contractor shall provide a minimum of 24 hours to completely Train County personnel in the use and care of the equipment.

3.20 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications will be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to not such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive deviation may be grounds for rejection of the entire bid/proposal.

3.21 TECHNICAL AND DESCRIPTIVE LITERATURE:

Bidders must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

3.22 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize both the Internet and the Bank of America Master Card Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

3.23 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a one (1) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of four (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

4.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein.

The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

4.11 INDEMNIFICATION AND INSURANCE

4.11.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not

limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services.

CONTRACTOR'S duty to defend, indemnify and hold harmless, and the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

4.11.2 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

- 4.11.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 4.11.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 4.11.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

4.12 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

4.13 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

4.14 FAILURE TO EXECUTE:**Error! Bookmark not defined.**

Upon failure of the successful Bidder to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages.

4.15 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.17 ASSIGNMENT OR SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.18 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.19 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.20 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.21 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.22 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.23 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.24 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.25 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.26 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.27 GUARANTEE:

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.28 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.29 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 4.29.1 Cancel the Contract, if it is currently in effect.
- 4.29.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.
- 4.29.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.30 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.31 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.32 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America Master Card Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

5.0 ADMINISTRATIVE INFORMATION:

5.1 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this Invitation for Bids and the successful Bidder's pricing are to be incorporated into the Contract.

5.2 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

5.3 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any Bidder believes that any aspect of this Invitation for Bids is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

5.4 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Invitation for Bid.

5.5 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

5.6 AMPLIFYING DATA:

Should any Bidder wish to submit amplifying data with this Bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s).

5.7 CONTRACTOR LICENSE REQUIREMENT:

The Bidder shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same.

Contractors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors.

A Contractor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Contractors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the Bidder.

5.9 SALES/USE TAX:

Bidders shall not include sales/use tax in their bid price. The percentage of sales/use tax applicable to this Contract will be listed on the purchase order and allowed at time of payment.

5.10 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents.

5.11 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

5.12 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this Bid, including the acquisition of supplies and/or personnel.

5.13 PUBLIC RECORD:

All information submitted relating to this Bid, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-406.

5.14 D/M/WBE PARTICIPATION:

Bidders submitting a bid are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

5.15 REFERENCES:

Bidders must provide at least five (5) reference accounts to whom they are presently providing this product or service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Bidders furnishing government accounts similar in size to Maricopa County.

5.16 EVALUATION CRITERIA:

The evaluation of this Invitation for Bids will be based on the following:

5.16.1 Compliance with bid requirements

5.16.2 Price

5.16.3 Determination of responsibility

5.17 GENERAL EVALUATION:

The evaluation of bids and the determination of acceptability of the supplies, materials, or services bid shall be the sole responsibility of the County and will be based on information furnished by the Bidder, or identified in his bid, as well as other information reasonably available to the County. Cash discount terms for Thirty (30) days or less will be considered as net in comparing bid prices. The Board reserves the right to make award on the basis of accepting the lowest bid on the material or equipment conforming to the bid specifications, to waive any informalities in the bid or may reject all bids.

5.18 AWARD:

Award will be made to the lowest responsive/responsible Bidder(s) meeting Specifications. The County reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the County's best interest.

5.19 VALIDITY PERIOD:

All bid prices shall be held firm for a minimum period of 60 days after bid opening.

5.20 POST-AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of this Contract.

5.21 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This Contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The Bidders should know in the solicitation process that the successful Bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Contractor/user relationship will exist when within compliance and the contract administration process should be transparent.

5.22 NON-DISCRIMINATION:

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.23 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Contract and to permit County inspection of personnel records to verify such compliance.

5.24 COVENANT AGAINST CONTINGENT FEES:

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause, and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.25 NON-COLLUSION:

The Bidder expressly warrants and certifies that neither the Bidder nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this Invitation for Bids.

5.26 FINANCIAL STATUS:

All Bidders shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a Bidder non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Bidder is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Bidder or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law, the Bidder must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the Bidder should be declared non-responsible and/or non-responsive, and suspension or debarment of the Bidder, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this Invitation for Bids, the Bidder agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Bidder or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law, the Bidder will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Bidder will meet its obligations to the County.

5.27 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Contractor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

5.28 REGISTRATION:

Bidders are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

5.29 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the contract vendors, to purchase their requirements under the terms and conditions of the County contract. Please indicate on the pricing page of this Contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

5.30 BIDDER REVIEW OF DOCUMENTS:

Bidder shall review their bid submission to assure the following documents are properly completed.

- 5.30.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 5.30.2 Pricing pages, MANDATORY
- 5.30.3 Copies of Catalogs/Pricing Documents (if required)
- 5.30.4 Literature, Technical and Descriptive, MANDATORY
- 5.30.5 Year 2000 Contract Compliance statement, MANDATORY
- 5.30.6 Agreement page, MANDATORY
- 5.30.7 References (if required)
- 5.30.8 Bid Bond (if required)

5.31 INQUIRIES:

All inquiries concerning information contained herein shall be directed to:

Procurement Officer: Walt Price
Department Of Materials Management
Telephone: (602) 506-3454

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

WP/af

cc: RECORDER

OSAM OF AZ, INC., 3520 N. 16TH STREET, PHOENIX AZ 85016

PRICING SHEET C361003

NIGP code: 575 76

P.O. ADDRESS: P.O. Box 16747

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO 0 % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES X NO -- % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

SPECIAL SHIPPING/HANDLING:

10 TO 15 DAYS: ADD 0 %, OR --

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
Aperture Card Printer (w/digital print kit)	\$ <u> 33,448.00 </u>
Maintenance after Warranty expiration	\$ <u> 3,600.00 </u> FDR
Installation	\$ <u> included </u>
Shipping	\$ <u> included </u>

TERMS: Net 30

FEDERAL TAX ID NUMBER: 86-0399349

TELEPHONE NUMBER: (602) 263-9432

FAX NUMBER: (602) 277-2844

WEB SITE: www.osaminc.com

CONTACT PERSON: ~~Ronald H. Thompson, Sr., President~~ Nick Dunn
e-mail: ~~ron@osaminc.com~~

VENDOR NUMBER: 860399349

CONTRACT PERIOD:

To cover period ending through October 31, ~~2000-2002~~ **2003**.